

**CITY OF ATLANTA  
ADVERTISEMENT FOR PROPOSAL**

Please be advised that sealed Proposals for **FC-5107, Recyclables Processing Program** will be accepted by the Department of Procurement ("DOP"), Suite 1790, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303-0307, on **Wednesday, July 20, 2011**. All proposals submitted must be sealed, and time stamped in no later than 1:59 p.m. on the stated date.

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.\*\***

**SCOPE OF WORK:** The City of Atlanta (the "City") is soliciting proposals from qualified proponents to provide processing services and have the ability to accept and process at least 800 tons of comingled recyclables per week. The Proponent must provide a general description of processing methods and disposition of materials after processing. Contractor must be able to accept for processing the following comingled materials to include, but not limited to: old newspaper, office paper, mixed paper, shredded paper, old corrugated cardboard, boxboard, junk mail, envelopes, telephone directories, magazines, catalogues, aluminum cans, glass bottles and jars, steel/tin cans, plastic bottles #1 and #2 from the Department of Public Works. The successful Proponent will be responsible for providing all material, equipment and labor for the required Scope of Services.

A **Pre-proposal Conference** will be held on **Tuesday, June 28, 2011, at 10:00 a.m.**, at 55 Trinity Avenue, Suite 1900, City Hall South, and Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide the proponents with information regarding the project and to address any questions and concerns. There will be City representatives from the Department of Public Works, the Office of Contract Compliance to address the Equal Business Opportunity and Equal Employment Opportunity Requirements, and the Office of Risk Management to address any bonding/insurance requirements. Proponents are strongly urged to attend the Pre-proposal Conference to obtain general information regarding the solicitation document.

General instructions, plans and/or specifications for submitting proposal packages for this project will be available for review/purchase at a cost of **\$50.00** as of **Friday, June 17, 2011**, between the hours of 8:15 a.m. - 5:00 p.m., in the DOP's Plan Room, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia. Payment for the documents represents production costs; therefore, payment is non-refundable.

**This Request for Proposals is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Proposal. In the event of conflict between a version of the Request for Proposals in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.**

**You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Kimberly Lyons, Contracting Officer at [klyons@atlantaga.gov](mailto:klyons@atlantaga.gov), to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.**

If you have any questions regarding this project, please contact Ms. Kimberly Lyons, Contracting Officer, at (404) 865-8521, or by e-mail at [klyons@atlantaga.gov](mailto:klyons@atlantaga.gov). Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the plan holders list, should be directed to the Plan Room at (404) 330-6069.

The City reserves the absolute right to reject any and all Proposals and to waive any technicalities.

**REQUEST FOR PROPOSALS  
FOR  
FC-5107  
RECYCLABLES PROCESSING PROGRAM**



**Atlanta, Georgia**

**Kasim Reed  
Mayor  
City of Atlanta**

**Richard Mendoza  
Commissioner  
Department of Public Works**

**Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
Department of Procurement**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1790  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

June 17, 2011

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a Proposal for **FC-5107, Recyclables Processing Program**. The City of Atlanta (the "City") is soliciting Proposals from qualified firms to provide processing services and have the ability to accept and process at least 800 tons of comingled recyclables per week. The Proponent must provide a general description of processing methods and disposition of materials after processing. Contractor must be able to accept for processing the following comingled materials to include, but not limited to: old newspaper, office paper, mixed paper, shredded paper, old corrugated cardboard, boxboard, junk mail, envelopes, telephone directories, magazines, catalogues, aluminum cans, glass bottles and jars, steel/tin cans, plastic bottles #1 and #2 from the Department of Public Works. The successful Proponent will be responsible for providing all material, equipment and labor for the required Scope of Services.

A **Pre-Proposal Conference** will be held on **Tuesday, June 28, 2011, at 10:00 a.m.**, at 55 Trinity Avenue, Suite 1900, City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Public Works, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Proponents are **strongly urged** to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on June 28, 2011 are not authoritative. The last date to submit questions in writing is July 01, 2011, at 3:00p.m. EST. Questions will be responded to by July 13, 2011, in the form of an addendum.

Your response to this Request for Proposals ("RFP") will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303, **no later than 1:59 p.m., Wednesday, July 20, 2011.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.\*\***

**Request for Proposals**  
**FC-5107, Recyclables Processing Program**  
**June 17, 2011**  
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Proposals will be publicly opened and read at 2:00 p.m. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

**This Request for Proposals is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the Request for Proposals. In the event of conflict between a version of the Proposal in the proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.**

**You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Kimberly Lyons, Contracting Officer at [klyons@atlantaga.gov](mailto:klyons@atlantaga.gov), to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.**

The Request for Proposals document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package as of Friday, June 17, 2011, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production costs; therefore, payment is non-refundable.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Smith". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Adam L. Smith

ALS/kml

## **Part 1; Information and Instructions to Proponents**

1. **Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“**City**”), on behalf of its Department of Public Works (“**DPW**”), seeks to procure the following services (“**Services**”): **FC-5107-Recyclables Processing Program**. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A included in this RFP.
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code, and the particular method of source selection for the services sought in this RFP is Code Section 2-1189. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
4. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303-0307 no later than 1:59 p.m. (as verified by the Bureau of National Standards) on **July 20, 2011**. Any Proposal received after this time will not be considered and will be rejected and returned.
5. **Pre-Proposal Conference:** A Pre-Proposal Conference will be held on June 28, 2011 at 10:00 a.m., at 55 Trinity Avenue, S.W., Suite 1790, Atlanta, Georgia 30303-0307. The Pre-Proposal Conference is **strongly urged**. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility for evaluating properly the difficulty or cost of successfully performing the Services.
6. **Proposal Guarantee:**
  - 6.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of its total Proposal amount. A Proponent offering alternative Proposals must provide a guaranty for the largest total Proposal amount. At the option of the Proposal, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in the form

7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Kimberly Lyons, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [klyons@atlantaga.gov](mailto:klyons@atlantaga.gov), not less than 3 calendar days after conclusion of the pre-proposal conference. Questions received after July 01, 2011 may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to Kimberly Lyons in writing.
8. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
9. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix B included in this RFP.
10. **Applicable City Socio-Economic Programs:** The City's Socio-Economic Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to Appendix A included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable Socio-Economic Programs.
11. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 2; Company Financial Statements attached to and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if a Contract is awarded, the City will review the information included in Appendix B; Proof of Insurance and Bonding Capacity. A Proponent must include with that form (a) notarize letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if a Contract is awarded to it. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.

**12. Special Rules Applicable to Evaluation of Proposals:**

- 12.1. NOTE: These paragraphs contain BID language and does not address the Evaluation process. "An Evaluation Committee comprised of members of the Using Agency and other City Agencies shall evaluate the proposals. The method of evaluation must be based solely on the evaluation factors and the requirements set forth in the RFP. Part 2 and Part 3, of the RFP, respectively, sets forth the relative importance and weighting value of each evaluation factor."

**13. Examination of Proposal Documents:**

- 13.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda, and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- 13.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the Bid RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
- 13.3. City may, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the Proposal unless they are confirmed in writing by City in an issued Addendum.
- 13.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing \_\_\_\_\_ attached to \_\_\_\_\_.
14. **Award of Contract; Execution:** If the City awards a Contract pursuant to this procurement, the City will prepare and forward to the successful Proponent a Contract for execution in the form included in this RFP.



## **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP. A Proposal will consist of two (2) separate documents:
  - 1.1. Informational Proposal; and
  - 1.2. Cost Proposal. Form 4 will become part of the contract, if a Contract is awarded pursuant to this procurement.
2. **Informational Proposals:** An Informational Proposal is comprised of 2 sources of information:
  - 2.1. information drafted and provided by a Proponent (to be submitted in a Volume I to a Proposal); and
  - 2.2. information provided by a Proponent on forms provided by the City in this RFP (to be submitted in a Volume II to a Proposal).
3. **Information Required to Be Included in Informational Proposal:**
  - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
    - 3.1.1. **Information Drafted And Provided By A Proponent:** This information should be included in a Volume I to a Proposal:
      - 3.1.1.1. Executive Summary (Cover Letter and Detailed Executive Summary);
      - 3.1.1.2. Organizational Structure;
      - 3.1.1.3. Management Plan;
      - 3.1.1.4. Key Personnel/Resumes; and
      - 3.1.1.5. **Insert additional required information, depending upon the particular procurement.**
    - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City in this RFP:** This information should be included in a Volume II to a Proposal (the applicable forms are provided by the):
      - 3.1.2.1. Form 1; Proponent Contact Directory;
      - 3.1.2.2. Form 2; Company Financial Statements;
      - 3.1.2.3. Form 3; Disclosure Form and Questionnaire;
      - 3.1.2.4. Appendix C; Security and Immigration Compliance Forms;
      - 3.1.2.5. Appendix A  
A; City's Socioeconomic Programs; Office of Contract Compliance Submittals; and
      - 3.1.2.6. **Insert additional requirements, depending on particular procurement.**

**3.2. Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

**3.2.1. Executive Summary.**

**3.2.1.1. Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

**3.2.1.2. Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

**3.2.1.2.1.** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

**3.2.1.2.2.** The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

**3.2.1.2.3.** A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant

indicating that the firm concurs with the role and responsibility Proponent has described;

- 3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

**3.2.2. Organizational Structure.** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

- 3.2.2.1.2. providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

- 3.2.2.1.3. providing the names of proposed candidates for each function on the chart.

**3.2.3. Management Plan.** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.2.3.1. Proponent's approach to team leadership;
- 3.2.3.2. how the Proponent will:
  - 3.2.3.2.1. ensure proper communications among pertinent project team members;
  - 3.2.3.2.2. assure the City that each scope of Services will kept within any established time and budget constraints;
  - 3.2.3.2.3. establish and maintain the necessary cooperative relationships;
  - 3.2.3.2.4. coordinate all necessary project activities within that team relationship;
- 3.2.3.3. identify the tools that are intended to be used to manage these project elements;
- 3.2.3.4. Proponent's proposed method to:
  - 3.2.3.4.1. Identify and resolve issues during the project duration; and
  - 3.2.3.4.2. Make critical decisions.

### **3.2.4. Key Personnel/Resumes:**

3.2.4.1. Identify and provide resumes for the individuals that the Team will use to fill the following positions:

- 3.2.4.1.1. Project Manager;
- 3.2.4.1.2. Program Superintendent;
- 3.2.4.1.3. On-site Supervisor;
- 3.2.4.1.4. Production Manager;
- 3.2.4.1.5. Disposal Manager; and
- 3.2.4.1.6. Account Manager.

3.2.4.2. Resumes should be organized as follows:

- 3.2.4.2.1. Name and Title;
- 3.2.4.2.2. Professional Background;
- 3.2.4.2.3. Current and Past Relevant Employment;
- 3.2.4.2.4. Education;
- 3.2.4.2.5. Certifications;
- 3.2.4.2.6. List of (3) Relevant projects, including:
  - 3.2.4.2.6.1. Client Name;
  - 3.2.4.2.6.2. project description;
  - 3.2.4.2.6.3. role of the individual;
  - 3.2.4.2.6.4. project completion date; and
- 3.2.4.2.7. Client List/Reference Contact.

3.2.4.3. For each Resume provided, each Proponent must provide a minimum of two, one to two page letters of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

- 3.2.4.3.1. the role the individual held in the project;
- 3.2.4.3.2. the original contract schedule to start and complete the project;
- 3.2.4.3.3. the actual start and completion dates of the project;
- 3.2.4.3.4. whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and
- 3.2.4.3.5. the quality of the facility's operation since the Client's acceptance at turnover.

3.2.4.4. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

**3.2.5. Insert additional informational requirements, depending on the particular procurement.**

**3.3. Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the DOP. Submit one (1) stamped "Original" and four (4) copies in a separate envelope).

**4. Submission of Proposals:**

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-5107-Recyclables Processing Program**, and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall South, Suite 1790  
Atlanta, Georgia 30303-0307**

4.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and three (3) copies of its Cost Proposal with its Information Proposal.

**5. Submittals:** The following submittals must be completed and submitted with each Proposal.

### Part 3; Evaluation of Proposals

1. All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal.

<u>EVALUATION</u>		<u>FORM</u>
<u>CRITERIA</u>	<u>WEIGHT</u>	<u>SCORE</u>
C. Quality of Technical Approach/Management Plan	20	
D. Organizational Resources and Firm Structure, Project Experience and Performance	15	
B. Quality of Team/Key Personnel	15	
Financial Condition (Template)	5	N/A
E. Cost Proposal	<u>30</u>	
Equal Business Opportunity Presentation of an Equal Business Opportunity Plan detailing: (1) proponent's proposed Minority and Female Business Enterprise involvement on the project as subcontractors, suppliers, joint venture team members or mentor protégé team members and (2) any good faith efforts made to meet project goal which have not been met.	<u>15</u>	N/A
The ability to Comply with applicable ordinances and resolutions of the City, the regulations and ordinances of the County in which the work is to be performed, and the laws of the State of Georgia and the United States.	<u>PASS/FAIL</u>	
The ability to comply with the schedule of the commencement and completion of the work or services as required by the City.	PASS/FAIL	
TOTAL SCORE		
	100	

#### **Part 4; Submittal Forms**

**FORM 1**  
**PROPOSER CONTACT DIRECTORY<sup>1</sup>**

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

<sup>1</sup> The purpose of the Proposer Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proposer. This Proposer Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers, and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP;
2. Proposer team key personnel listed in proposal; and
3. At least two bank or other institutional lender references for each team member in the Proposer Contact Directory.



## **FORM 22: Company Financial Statements and Other Financial Information**

Note: If a consortium or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms C to be included in the Statement of Qualifications.

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ALL FIGURES IN U.S. DOLLARS (US\$)

1. Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

Standard currency of Company's Financial Statement: .....

The exchange rate used: ..... = US\$.....

	<u>2008</u> (million)	<u>2009</u> (million)	<u>2010</u> (million)
Current Assets	US\$.....	US\$.....	US\$.....
Current Liabilities	US\$.....	US\$.....	US\$.....
Working Capital	US\$.....	US\$.....	US\$.....
Total Assets	US\$.....	US\$.....	US\$.....
Total Liabilities	US\$.....	US\$.....	US\$.....
Net-Worth	US\$.....	US\$.....	US\$.....

The above figures are to be prepared and attested to by a Certified Public Accountant

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2. Total value of the balance of manufacturing and/or work in hand:

US\$.....

3. Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

<u>Name of Bank, Address, Telephone and Fax numbers</u>	<u>Amount (US\$)</u>
.....	.....
.....	.....
.....	.....
.....	.....
Total	.....

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<sup>2</sup> Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

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4. Amounts of manufacturing and/or construction work for the last five years.

<u>2006</u> (million)	<u>2007</u> (million)	<u>2008</u> (million)	<u>2009</u> (million)	<u>2010</u> (million)
US\$.....	US\$.....	US\$.....	US\$.....	US\$.....

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5. (a) Please attach copies of the Company's previous three-years accounts (financial reports) certified by a licensed accountant and other financial data which you consider to be useful.
- (b) Accounts of Parent and Ultimate Parent Companies for the same period.
- (c) Please attach the statement from the banks confirming the Company's credit line available for the Project.

### **Form 3: Disclosure Form and Questionnaire**

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, joint venturers and first-tier subconsultants.
2. "affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.
3. "control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: **FC-5107: Recyclables Processing Program** for the City. Describe accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.
2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.
3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims, and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.
4. For all facilities contracted or owned by Proponent in the past ten (10) years, specify all violations of local, state/provincial, or national health and safety standards and summarize Proponent's performance with respect to accidents,

injuries, lost time-on-job, worker's compensation claims and safety awards (include reported information and benchmarks wherever available).

5. For all facilities contracted or owned by Proponent in the past ten (10) years, specify all instances where it defaulted or materially failed to comply with contractual or regulatory permit-related obligations regarding operating performance, financial obligations or other standards. Please state whether the Proponent ever had a contract terminated due to quality of work.
6. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.
7. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations, except for de minimus dollar amounts.
8. Provide a detailed listing of any violations of environmental regulations cited or alleged by local, state/provincial or national authorities, against Proponent for the past ten (10) years.
9. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  - (a) Whether Proponent, or affiliate currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
  - (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and
  - (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.
10. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.

11. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

**NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.**

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
(Notary Public)

(Seal)

Commission Expires \_\_\_\_\_  
(Date)

## **Form 4**

# **Acknowledgement of Insurance and Bonding Requirements**

## **AUTHORIZATION TO TRANSACT BUSINESS**

If the successful Proponent is a corporation before the Agreement is executed, the corporation shall submit documentary evident from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

## PROPOSAL BOND

STATE OF GEORGIA  
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, that we,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are  
held and firmly bound unto the City of Atlanta, Georgia in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful  
money of the United States of America, for the payment of which sum will and truly to be  
made, we bind ourselves, our heirs, personal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal was submitted to the Owner a Proposal for **FC-5107,  
Recyclables Processing Program**

NOW, THEREFORE, the conditions of this obligation are such that if the Proposal be  
accepted, the Principal shall, within five (5) days after receipt of conformed Agreement  
Documents, execute a Agreement in accordance with the Proposal upon the terms,  
conditions and prices set forth therein, and in the form and manner required by the  
Agreement Documents and execute sufficient and satisfactory separate Performance  
and Payment Bonds payable to the Owner, then this amount of five percent (5%) of the  
total Proposal amount in form satisfactory to the Owner, then this obligation shall be  
void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall,  
upon failure of the Principal to comply with any or all of the foregoing requirements within  
the time specified above, immediately pay to the aforesaid Owner, upon demand, the  
amount hereof in good and lawful money of the United States of America, not as a  
penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provision of O.C.G.A. Section  
13-10-1 and 36-82-101 et. Seq. And all the provisions of the law referring to this  
character of bond as set forth in said Sections or as many be hereinafter enacted and  
these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and  
seal, and said Surety has hereunto caused to be affixed its corporate signature and seal,  
by its duly authorized officers, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.



Resident agent in state in which Work is to be performed:

Name:

---

Address:

---

---

Phone:

---

Fax:

---

**Form 5**

**PROPOSAL GUARANTEE**

**PROPOSAL BOND OF INSURER MAY BE USED**

**SUBMIT POWER OF ATTORNEY FROM AGENT**

## **PROPOSAL DOCUMENTATION**

### **--Certification--**

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPOSAL DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN PREPARATION OF THE PROPOSAL AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS PROPOSAL DOCUMENTATION IS COMPLETE.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE: \_\_\_\_\_

## **PROPOSALFORM**

### **FC-5107, RECYCABLES PROCESSING PROGRAM**

TO: The City of Atlanta, Georgia      Submitted: \_\_\_\_\_, 2011

The undersigned, as Proponent, hereby declares that the only person or persons interested in this Proposal, as principal or principals, is or are named herein and that no other person, than herein mentioned has any interest in this Proposal or in the Agreement to be entered into, that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proponent further declares that he has examined the Site of Work and informed himself full in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Agreement Documents for the Work furnished prior to the opening of Proposals; and that he has satisfied himself relative to the Work to be performed.

The Proponent proposes and agrees, if this Proposal is accepted, to contract with the City, in the form of Agreement specified, to furnish all necessary Materials, Equipment, means of transportation and labor necessary, and to complete this Project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Agreement Document to the full and entire satisfaction of the City, and with a definite understanding that no money will be allowed for extra work except as set forth in the Agreement Document.

Proponent hereby agrees to commence Work under this Agreement on or before a date to be specified in the written "Notice to Proceed" from the City.

The undersigned acknowledges receipt of addenda numbered \_\_\_\_\_ through \_\_\_\_\_.

In accordance with the above understanding, the undersigned proposes to do all of the Work, furnish all of the Materials, and complete the Work in accordance with the Agreement Documents for the Total Proposal.

## STATEMENT OF PROPONENT'S QUALIFICATIONS

This Statement is to accompany proposals submitted for the following project: **FC-5107, RECYCABLES PROCESSING PROGRAM**

1. NAME OF PROPONENT: \_\_\_\_\_
2. BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
3. TELEPHONE NUMBER: \_\_\_\_\_
4. OFFICIAL REPRESENTATIVE AND TITLE: \_\_\_\_\_  
\_\_\_\_\_
5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture, list separately for each joint venture partner.)
  - a. Contractors must have successfully completed at least two contracts in the past five (5) years involving processing of recyclable materials for a mid to large size municipalities.
6. Provide the following information for the organization proposed for this project:
  - a. Organizational chart.
  - b. Indicate the participation by the various members in the organization, as shown on the organizational chart; in the management; and in the division of work (If a joint venture, indicate percent of man hours and percent of project cost to be performed by each joint venture member).
7. Using the forms provided in this Section, provide information for key project personnel, Project Manager, Project Superintendent, Estimator, Project Engineer, Safety Engineer and QA/QC Manager.
  - a. Project Manager must have successfully managed and completed at least two contracts in the past five (5) years involving processing of recyclable materials

for a mid to large size municipalities with a processing level of a minimum of 100 tons per day.

- b. Project Superintendent must have successfully managed and completed at least two contracts in the past five (5) years involving processing of recyclable materials for a mid to large size municipalities with a processing level of a minimum of 100 tons per day.
  - c. Project Engineer, Safety Engineer and QA/QC Manager must have worked on at least two contract involving construction of sanitary sewer projects of similar size and complexity as this project processing of recyclable materials for a mid to large size municipalities with a processing level of a minimum of 100 tons per day.
8. The Contractor must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled "*CONTRACTOR SAFETY RECORD FORM*".
9. The Contractor's Workman's Compensation Ratings (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.
- a. Contractor's Workman's Compensation Ratings (EMR-Experience Modification Rate) \_\_\_\_\_
10. The Contractor's OSHA Incidence Rates must not exceed the Industry Standard published by the U.S. Department of Labor(2002) (i.e.-Recordable Incidence Rates of 6.2 and Loss Time Incidence Rates of 2.4 per OSHA definition and calculation) for the last three (3) years.
- a. Contractor's Recordable Incidence Rates \_\_\_\_\_
  - b. Contractor's Lost Time Incidence Rates \_\_\_\_\_
11. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for "Willful", in performing the work in which the fatality occurred, the Contractor will be disqualified based on the City's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.
- a. Fatalities during the last five years where Contractor was cited by OSHA for "Willful" Violation \_\_\_\_\_
  - b. Fatalities during the last five years where the proposed Project Manager was cited by OSHA for "Willful" Violation.  
\_\_\_\_\_

12. If there have been any incidents during the last five (5) years on the processing of recyclable materials performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the facility failing to meet NPDES Discharge Permit requirements due to the actions of the Contractor or Project Manager or failure of the Contractor or Project Manager to perform work on schedule, then the Contractor will be disqualified based on the City's review.

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 2011

Notary Public County: \_\_\_\_\_  
(Secretary)

My Commission Expires:

\_\_\_\_\_

**STATEMENT OF PROPONENT'S QUALIFICATIONS**  
**COMPANY PROJECT EXPERIENCE**  
 (Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	



**STATEMENT OF PROPONENT'S QUALIFICATIONS**  
**PROJECT MANAGER'S EXPERIENCE**  
 (Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	

**STATEMENT OF PROPONENT'S QUALIFICATIONS**  
**PROJECT SUPERINTENDENT'S EXPERIENCE**  
 (Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	

**STATEMENT OF PROPONENT'S QUALIFICATIONS**  
**PROJECT KEY STAFF EXPERIENCE**  
 (Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's QA/QC Manager	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	

**STATEMENT OF PROPONENT'S QUALIFICATIONS**  
**PROJECT KEY STAFF EXPERIENCE**  
 (Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Safety Engineer	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	

**STATEMENT OF PROPONENT'S QUALIFICATIONS**

**PROJECT KEY STAFF EXPERIENCE**

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Engineer	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Processing, Size & LF	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of Major Project Components	

## Contractor Safety Record Form

### I. Safety Program Information

A. Do you have a written safety program?

Yes ☐ (If yes, attach outline) No ☐

B. Which of the following does your safety program contain:

1. Health and safety training of its subcontractors?

Yes ☐ No ☐

2. Documentation of health and safety training required?

Yes ☐ No ☐

3. Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

Yes ☐ No ☐

4. Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

Yes ☐ No ☐ (If yes, attach explanation)

5. "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes ☐ No ☐ (If yes, attach explanation)

6. "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

Yes ☐ No ☐ (If yes, attach explanation)

C. Equipment Maintenance Program for the following:

1. Miscellaneous construction tools and equipment Yes ☐ No ☐

2. Ladders Yes ☐ No ☐

3. Scaffolds Yes ☐ No ☐

4. Heavy Equipment Yes ☐ No ☐

5. Vehicles Yes ☐ No ☐

D. Do you have a new employee safety orientation program?

Yes ☐ No ☐

1. If yes, does it include instruction in the following:

(a) Company Safety Policy Yes ☐ No ☐

(b) Company Safety Rules Yes ☐ No ☐

(c) Safety Meeting Attendance Yes ☐ No ☐

(d) Company Safety Record Yes ☐ No ☐

(e) Hazard Recognition Yes ☐ No ☐

- |                                   |                              |                             |
|-----------------------------------|------------------------------|-----------------------------|
| (f) Hazard Reporting              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (g) Injury Reporting              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (h) Non-Injury Accident Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (i) Personal Protective Equipment | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (j) Respiratory Protection        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (k) Fire Protection               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (l) Housekeeping                  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (m) Toxic Substance               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (n) Electrical Safety             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (o) Fall Protection               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (p) First-Aid/CPR                 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (q) Driving Safety                | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (r) Hearing Conservation          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (s) Lock-Out/Tag-Out              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (t) Bloodborne Pathogens          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (u) Asbestos                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (v) Confined Spaces               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (w) Hazard Communication          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

E. Do you conduct safety meetings for your employees? Yes ☐ No ☐

1. If yes, how often:

Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☐

F. Do you conduct health and safety audits of work in progress?

Yes ☐ No ☐

1. If yes, who conducts the audits?

\_\_\_\_\_

2. How often are the audits conducted?

\_\_\_\_\_

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes ☐ No ☐

1. If yes, how is this notification accomplished?

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| (a) Safety meetings   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Post notification in office                               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Post notification at the site where the incident occurred | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Other _____   |                              |                             |

H. Is safety a criteria in evaluating the performance of:

- |                |                              |                             |
|----------------|------------------------------|-----------------------------|
| 1. Employees   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Supervisors | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Management  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I. Does your firm hold "tailgate" safety meetings? Yes ☐ No ☐

1. If yes, how often:

Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☐

J. Does your company have a drug and alcohol testing policy?

Yes ☐ No ☐

K. *Does your company require that subcontractors participate in a drug surveillance/testing program?*

Yes ☐ No ☐

L. *Does your company have a method of disseminating safety information?*

Yes ☐ No ☐



## **AFFIDAVIT**

STATE OF GEORGIA  
COUNTY OF FULTON

Personally appeared before the undersigned, \_\_\_\_\_  
who on oath, says that he/she is \_\_\_\_\_  
and, in such capacity, is authorized to sign this Affidavit, and says on oath that,  
has submitted to the City of Atlanta Proposal or offer to do the following Work  
under Agreement, to-wit:

### **FC-5107, RECYCLABLES PROCESSING PROGRAM**

Affiant states upon oath that \_\_\_\_\_, has  
not, by itself or with others, directly or indirectly, entered into any combination,  
arrangement or scheme, whatsoever, with any other Proponent to increase the  
price of said Work, or to offer a different sum from its Proposals; and Affiant  
further states that \_\_\_\_\_, has entered  
into no arrangement, expressed or implied, to induce others not to proposal, or to  
do any by proposal.

Affiant further states that the said Proposal of \_\_\_\_\_  
\_\_\_\_\_ is bona fide, and that has gone to any furnisher or supplies and attempted  
to get such person or company to furnish the materials to \_\_\_\_\_  
only, or if furnished any other Proponent, that the material shall be at a higher  
price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me,

this \_\_\_\_ day of \_\_\_\_\_, 2011

Notary Public County: \_\_\_\_\_  
(Secretary)

My Commission expires:

\_\_\_\_\_.

## **FC-5107, RECYCLABLES PROCESSING PROGRAM**

**The following submittals shall be completed and submitted with each Proposal see table below "Required Submittal Check Sheet". Please verify that these submittals are in the envelope before it is sealed.**

**Submit one (1) Original Proposal, signed and dated, and five (5) complete copies of the Original Proposal including all required attachments.**

<b>Item #</b>	<b>Required Proposal Submittal Check Sheet<sup>1</sup></b>	<b>Check (√)</b>
	<b>FORMS TO BE SUBMITTED WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:</b>	
<b>1.</b>	<b>Form 1; Proponent Contact Directory</b>	
<b>2.</b>	<b>Form 2; Proponent Financial Statements and Other Financial Information</b>	
<b>3.</b>	<b>Form 3; Disclosure Form and Questionnaire</b>	
<b>4.</b>	<b>Form 4; Acknowledgement of Insurance and Bonding Requirements (Notarized Letter from Financial Institution Indicating Willingness to Issue Performance Guarantee)</b>	
<b>5.</b>	<b>Form 5; Proof of Insurance Coverage and Bonding Capacity</b>	
<b>6.</b>	<b>Form 6; Acknowledgment of Addenda</b>	
<b>7.</b>	<b>Form 7; List of Clients</b>	
<b>8.</b>	<b>Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia</b>	
	<b>DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:</b>	
<b>1.</b>	<b>Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)</b>	
<b>2.</b>	<b>Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; SBE Forms 1, 2, 3, 4, and 5 (to be completed by Proponent and submitted with Proposal)<sup>2</sup></b>	
<b>3.</b>	<b>Appendix C; Georgia Security and Immigration Compliance Affidavit (to be completed by Proponent and submitted on top of Proposal)</b>	
<b>4.</b>	<b>Appendix D; S.A.V.E. Affidavit</b>	
<b>5.</b>	<b>Appendix E; Reference Form</b>	

<sup>1</sup> This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

<sup>2</sup> Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

**SERVICES AGREEMENT; CONTRACT NO. FC-5107, EMERGENCY RECYCLABLES  
PROCESSING**

This Services Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

<b>Contract Name: Recyclables Processing</b>	<b>Contract No. FC-5107</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency: Department of Public Works</b>
<b>Address</b>	<b>Address: 55 Trinity Avenue, SW Suite 4600 Atlanta, Georgia 30303</b>
<b>Phone:</b>	<b>Phone: (404) 330-6002</b>
<b>Fax:</b>	<b>Fax: (404) 330-658-7552</b>
<b>Authorized Representative:</b>	<b>Authorized Representative: Richard Mendoza</b>

1. **Background.**

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$\_\_\_\_\_ dollars ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. **Term.**

2.1 Initial Term. This Agreement shall commence on the Effective Date and end three (3) years later or at the execution of an Annual Contract for Recyclables Processing; whichever occurs first. This initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this agreement for [2] additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within \_\_\_\_ days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. **Interpretation.**

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B – Definitions
4. Exhibit C-Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents

4.1 **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. **Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

### 5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").<sup>2</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## **6. Service Provider's Obligations.**

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) \_\_\_\_\_; and
- (b) \_\_\_\_\_.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_; and
- (b) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.



City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. **City's Authorized Representative.**

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. **Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. **Compliance with Laws.**

10.1 **General.** Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 **City's Socio-Economic Programs.** Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 **Consents, Licenses and Permits.** Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. **Confidential Information.**

11.1 **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. **Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. **Audit and Inspection Rights.**

13.1 **General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

#### 14. **Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE,

TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to

other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

**18.3 Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

**18.4 Termination by City for Convenience.** At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

**18.5 Termination for Lack of Appropriations.** If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

**18.6 Effect of Termination.** Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.



19. **Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 **Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. **General.**

20.1 **Notices.** Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 **Publicity.** Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**City of Atlanta**

**[Service Provider]**

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**Mayor**

---

**Municipal Clerk (Seal)**

**Approved:**

---

**[Using Agency]**

---

**Chief Procurement Officer**

**Approved as to form:**

---

**City Attorney**

**Signature Block Options for Service Provider:**

**Corporate signature:**

**[Insert Corporate Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Limited Liability Company:**

**[Insert LLC Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**EXHIBIT A**  
**SERVICES AND ADDITIONAL COMPENSATION TERMS**

## **Section I - General Information**

### **A. General Scope**

The objective and intent of this RFP is to establish a non-exclusive contract with a qualified Processor that shall process single-stream recyclables collected and delivered to the processing facility by the City and optionally, for the development, implementation, and management of a City-wide Community Incentive based recycling rewards program. The City may also choose to send source separated recyclables to the Processor. Processor shall provide all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified in the delivery of this specific service as stipulated herein to the City of Atlanta.

The contract, if awarded is to be based upon the best interests of the City, as deemed by the Mayor and City Council, notwithstanding price. It is anticipated that the contract will be for up to an initial 3 year period with 2 – 1 year options to renew totaling no more than 5 years. Proponents are encouraged to offer alternative terms that demonstratively benefit the City.

Compensation shall be in the form selected by the City from the options proposed as outlined in Appendix A.

### **B. Processing**

The services required of the Recycling Processor for both Option A and Option B include:

1. Processing up to 100 tons per day of recyclables collected by DPW from residential customers, city facilities, and any existing or potential future City-owned drop-off sites within the City. Recyclables collected in the City include: aluminum and metal food and beverage cans, tin cans, glass bottles and jars, all plastic containers – numbered 1-7, newspapers, telephone books, box board (i.e., cereal boxes), office paper, mixed paper, junk mail, envelopes, shredded paper tied in a clear plastic bag, magazines, catalogues, and corrugated cardboard. At a minimum the processor will receive, process, and market the materials listed above. The City and Processor will review annually the list of acceptable recyclables and make changes as necessary. Proponents are encouraged to offer additional items that are shown to be beneficial to the City.
  - a. Collection of recyclables occurs daily so the processing facility must accommodate daily delivery of recyclables from various types of vehicles including rear loader trucks, roll-off trucks, or transfer trailers. The processing facility shall be open to receive recyclables from 7:00 a.m. until 6:00 p.m. Monday – Friday and 10:00 a.m. until 4:00 p.m. on Saturday except holidays as listed unless the City designates otherwise, at which point the City will provide advance notice to the Processor:

New Years Day  
Martin Luther King Jr. Day  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- b. All recyclable materials that are collected curbside from the City's Program are to be delivered at no transportation cost by the City to a Processor. The processor must be located in close proximity to City of Atlanta City limits. All Proponents must submit a map of the processing facility location and any applicable offices.
  - c. Upon delivery to the processor all recyclable materials shall be weighed and sold by the City at a delivered price per ton. A load of recyclables delivered to the processor does not transfer ownership until it is accepted by Proponent or their designee.
- 2. Periodic reporting of amounts of recyclables delivered to the processing facility. See Section I-C.1. Report Detail and Scheduling for reporting specifics.
  - 3. Assist City with education and public outreach as identified in Section I-D.

**C. Records and Reporting**

The Proponent shall collect and maintain an accurate and complete record of materials delivered to the processor by the City of Atlanta as well as complete and accurate records and ledgers of information or accounts relating to the performance of the contract. Such records and accounts shall, with reasonable notice, be open to inspection and copying by the City and its agents.

The Proponent shall furnish, in a form approved by the City, reports on the services performed. The reports shall include, but not limited to:

- 1. Accurate copies of daily weight receipts of materials delivered to the facility, with time of delivery, truck number and driver signature; the form of the weight receipts is subject to approval by the City;
- 2. For each required report (weekly, monthly, quarterly, annually), the overall quantity of materials delivered to the processing facility, an accounting of receipts, and if necessary, reports shall include a breakdown of source separated recyclables vs. Single stream recyclables;
- 3. The quantity of objectionable material sent for disposal;
- 4. Documentation of sources (trucks/routes) of objectionable materials;
- 5. A report detailing composition percentages of loads delivered to the processing facility on the first day (truck/load selection process to be

- determined) of commencement of this contract;
6. Quarterly sorts of identified loads in the first year of the contract, two times per year for the remainder of the contract;
  7. Information on the sale of commodities as related to Yellow Sheet or ISRI pricing, or some other system proposed by the processor that corroborates efforts to sell to highest end market; and
  8. Annual report on the amount of objectionable material removed from City recyclables and the final destination(s) of those materials (i.e., composted, burned for energy recovery, landfilled, etc).

**D. Report Detail and Scheduling**

**a) Weekly Report**

Weekly reports will be submitted for the incentivized option only. The report will identify recycling participation and amount recycled by quadrant and/or route and identifying any stops that have been flagged by the sanitation personnel as recycling unauthorized materials.

**b) Monthly Reports**

The Processor will provide monthly reports. The first report shall include information from items C. 1) through C. 5) above. Subsequent monthly reports will include information from items C. 1) through C. 4).

The monthly report will be due to the City Department of Public Works' Office of Solid Waste Services Recycling Program by the tenth day of the following month, (i.e., monthly status report for the month of January will be due by the tenth (10<sup>th</sup>) day of February) for the duration of the contract term.

Compensation will be based on the tons of recyclables delivered to the processor multiplied by a mutually agreed upon rate and will be allocated monthly in conjunction with the information provided in the monthly report.

**c) Quarterly Report**

In the fourth month of each year, the quarterly report will be sent in lieu of the monthly report. The quarterly report will include all information from the monthly report plus (1) scale calibration documentation (2) a summary of the previous three months totals and (3) for the first year of the contract, revised sort information according to item C. 5). In the second and third year of this contract, revised sort information will be done bi-annually so will be due in the second quarter report.

This report will be due to the City Department of Public Works' Office of Solid Waste Services Recycling Program by the fifteenth (15<sup>th</sup>) day of the following month of the close of the quarter, (i.e., quarterly status report for the January - March will be due by the 15<sup>th</sup> of April) for the duration of the contract term.

**d) Annual Report**

The Processor will provide annual status reports, which will be due to the City Department of Public Works' Office of Solid Waste Services



Recycling Program no later than thirty (30) calendar days from the end of the each reporting year 12 month period (i.e., annual status report for the a contract term year ending December 2011 is due no later than January 30, 2012) for the duration of the contract term. The annual status report will cover all activities from contract execution up to twelve months. Each annual status report will include: a summary of all items listed above and any recommended modifications or improvements which could result in possible enhancements to the program.

Reports will be submitted in a format approved by the City Department of Public Works' Office of Solid Waste Services Recycling Program with sign-off by the Processor and the report format should be generated and signed-off at least thirty (30) days before each of the reports is first due.

Information contained in all status reports provided by the Contactor will be subject to verification by the City Department of Public Works' Office of Solid Waste Services Recycling Program. Processor shall retain records supporting each status report for at least five years after submission of the report.

**D. Public Information and Education**

It is the intent of the City to partner with the Processor to increase awareness about recycling in an effort to increase the amount of materials collected and delivered to the Processor's facility and to reduce the amount of objectionable materials in those deliveries. The Processor shall agree and acknowledge that an effective program requires community education and promotion, and therefore, the Processor shall agree to fully cooperate and assist the City in such promotional and educational efforts as deemed necessary through a cooperative process between the City and the Processor.

**E. Procedures for Special Events**

Recyclable materials collected by the City at special events will be sent to the Processor during normal business hours. City representative(s) will provide advance notice of special event activities to the Processor.

**F. Exception for Incentive Based Program Recyclables**

The recyclables collected through the existing Incentive Based Recycling Program ("ReCART") at 10,000 pre-selected single-family residences in the City of Atlanta are required by the ReCART contract to go to a specified processor. If the processor selected through this contract differs from the existing ReCART pilot program processor, the ReCART recyclables will be exempt from this contract through the end of the current ReCART contract and any renewals. Any City sponsored incentive based program identified subsequent to ReCART may use any contract that results from this RFP. If the City decides not to renew the Incentive Based Recycling Program ("ReCART") contract (FC-6006007924) all

recyclables collected through the pilot program will be taken to the selected processor.

## **Section II –Proposal Requirements**

### **Part I.**

The intent of this RFP is to generate proposals which will reflect the Processor's qualifications, plans and procedures to provide processing services for single stream recyclables and optionally, for the development, implementation, and management of a City-wide incentive based rewards program.

#### **1. Processing Options A and B**

##### **Option A- Community-Based Incentivized Recycling**

- A. At a minimum, the incentive based recycling program proposal should include all equipment necessary to implement a comprehensive incentive based recycling program with uninterrupted processing of collected recyclable material. The Proponent shall provide the following:
  - a. A rewards and loyalty platform to the residents of the City that includes incentives for participation in the community-based recycling program offered by the City of Atlanta.
  - b. A website as a direct URL or as a link on the City of Atlanta web page, to be used for the following:
    - 1. Residents will get information about their community recycling performance
    - 2. Residents can find and redeem rewards that they can use for themselves, their families or their community
    - 3. Residents can find new and innovative programs that reward them for virtuous activity.
  - c. Develop and manage the incentive program that rewards the community for their recycling performance:
    - 1. View Point balances; Manage reward accounts and views;
    - 2. Provide customer service to residents via mail, email and phone (during regular customer service hours);
    - 3. Provide local, regional and national reward partners and redemption capabilities;
    - 4. Provide related technology development and project management.

- d. Management of equipment to include installation, repair, maintenance, inventory management, and recycling, reuse or replacement of any equipment being provided through this program.
- e. Marketing of the program to residents to include monitoring and reporting on the performance of the Program, providing incentive fulfillment services and providing a community outreach and education program.
- f. Create a separate graphic identity for the City of Atlanta's web-based recycling incentive program. The graphic design of the web site, user screens and interface should be provided with input from the City of Atlanta management staff.
- g. Provide and maintain ~90,000, ninety-five (95) gallon residential carts with wheels, lids and UHF tags to single family residential customers. All carts and equipment will become property to the City of Atlanta. Also provide buyout cost for each year of the contract up to five (5) years.
- h. Furnish and install on-board RFID reading devices onto recycling collection vehicles provided by the City and system management hardware / software and cellular data transfer systems.
- i. Maintain system management hardware / software and wireless data transfer systems, including RFID reading equipment onto recycling collection vehicles.
- j. The curbside carts will be an approved Navy Blue ninety-five (95) gallon covered cart with wheels, imbedded Ultra High Frequency (UHF) tags and marked with a serial number barcode and an approved logo. An approved instructional logo will be molded into the container lid.
- k. The Proponent must provide the cost for retro-fitting up to 16 City-owned recycling collection vehicles with RFID reading devices, provided as cost per vehicle.

**B. Cart Maintenance**

- a. Cart maintenance will be the sole responsibility of the Proponent with each container being properly maintained and kept in working order. Proponent will be responsible for the replacement of damaged or missing carts, RFID tags, wheels and container lids. Each container will be marked with the City's approved logo.
- b. Carts will be maintained by the Proponent for the duration of the contract including repair and/or replacement of carts covered under warranty, if applicable. Maintenance requests should be handled through equipment and facilities located in the Atlanta area.

- c. The maintenance program does not include replacing carts that are stolen or damaged by residents, destroyed by acts of god or forces beyond the Proponent's control.
- d. The City of Atlanta will provide and maintain a local Hot Line number to be attended between 8:00 a.m. and 5:00 p.m., Monday through Friday. The hot line telephone number will be displayed visibly on all carts and literature associated with the City Department of Public Works' Office of Solid Waste Services Recycling Program. Information obtained from the hot line will be entered into a computerized tracking system allowing for retrieval of the data. The organization of data entered into the computerized tracking system will include but is not limited to: dates of entry, address of incident, street name, zip code and if the incident is a repeat occurrence. Should container maintenance be required, the city will generate a service work order. All maintenance service orders will be transmitted electronically to the Proponent for processing.
- e. Completion of work orders will be documented using container ID's, household address, date, time work is completed and the name of the staff person responsible for completing the work. All work orders will be completed within five (5) business days from time of receipt, excluding City Holidays.

**C. Assembly and Distribution**

- a. Assembly and distribution services will be provided by the Proponent. Approximately 90,000 carts will be required for the Community Incentive Based Recycling program, which should be in place within 90 days of the execution of the contract. Conditions such as traffic and weather can affect delivery deadlines. It will be the City of Atlanta's responsibility to provide paved staging areas which will be located in a central location within 2-3 miles of delivery routes.
- b. The City of Atlanta will provide a delivery list and in hard copy and electronic format of households one (1) month prior to the starting date. In addition, the City of Atlanta will also provide accurate street maps that coincide with the delivery lists.
- c. Delivery of carts will be coordinated with the City of Atlanta to ensure a smooth transition from the existing program to the new Community Incentive based program.

**D. Public Information and Education**

The Proponent must provide design and printing capability for public information materials to include:

- a. New instructional brochure (90,000 copies) for distribution to all City of Atlanta residents.

- b. Improper set-out notices (10,000) to be attached to recycling carts by others when recyclables are improperly set out.
- c. Capability to design and print a biannual newsletter which, will be distributed to City of Atlanta residents. The format and content of the biannual newsletter must be approved by the City Department of Public Works' Office of Solid Waste Services prior to release of the initial newsletter.
- d. All public information and education materials as indicated above shall be approved by the City Department of Public Works' Office of Solid Waste Services Recycling Program prior to distribution. All materials developed specifically for the City Department of Public Works' Office of Solid Waste Services Recycling Program and utilized as part of the program shall become the property of the City of Atlanta except those parts of said materials owned or copyrighted by the Proponent and their subcontractors.
- e. Other services may include community benefit components may be provided upon mutual agreement by the Proponent and the City of Atlanta, these additional benefits.

**Option B- Alternative Single Stream Recycling**

- a. At a minimum, the processor will receive, process, and market the materials listed above in Section I-B.
- b. Provide maps of processor location and any other relevant office locations.
- c. Provide the dollar amount per ton paid to the city of Atlanta for delivered recyclables.
- d. Sections A, B, C, and D as they pertain to processing, reporting, and educational outreach.

## **SECTION III TECHNICAL AND FEE PROPOSAL REQUIREMENTS**

### **A) INTRODUCTION**

In order to be considered as a qualified Processor, the Proponent must submit with their proposal information to the satisfaction of the City that he/she has the skills, experience, facilities and resources necessary to perform the services required in a satisfactory manner. If the available evidence of competency of any firm is not satisfactory, the proposal may be rejected. The successful firm is required to comply with and abide by all applicable federal, state and local laws in effect at the time the contract is awarded.

The Processor must demonstrate knowledge and familiarity with applicable State and Federal laws and regulations regarding management and processing of recyclables, handling of solid waste, appropriate licensing, and equipment

capabilities to manage the current amount of recyclables sent to the facility as well as ability to manage increasing amounts for the duration of the contract.

The Processor must demonstrate sufficient financial wherewithal to undertake this contract, in addition to all existing and planned contractual obligations. Provide financial information with sufficient detail to demonstrate access to capital, existing debt structure, currency of bill payments, and ongoing financial responsibility.

Summarize any performance related litigation, regulatory action, financial judgments or legal investigations involving your firm or proposed subcontractors, and/or its principals, filed or pending within the last ten (10) years.

Any information that is submitted which is confidential or of a proprietary nature must be clearly marked as such. Otherwise, all information submitted is a matter of public record.

- a) **Overview:** The Proponent shall provide detailed information so as to demonstrate its understanding of the services requested.
- b) **Documents:** City of Atlanta is not interested in elaborate brochures. All documents will be typewritten on standard 8½" x 11" white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal.
- c) **Submission:** The Proponent shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed

## **B) PERSONNEL EXPERIENCE**

**Company Principals:** Provide a biographic overview of the Company's key principals.

**Key Personnel:** The Proponent shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project.

**Resumes:** The Proponent shall provide, in this section of the proposal, resumes of key personnel who will be assigned to this project; both local and corporate. Resumes shall include, at a minimum:

- o Position Title
- o Tenure with Proponent
- o Education
- o Relevant Experience
- o Other related information

## **C) APPROACH**

**Project Methodology:** The Proponent shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required. A

detailed plan for operations must be included in the proposal. Each proposal must contain the following:

- a) Description of the service to be provided.
- b) Listing and description of equipment and staff resources to be committed to the City of Atlanta.
- c) Quality control measures.
- d) Receiving, processing, and storage capacity.
- e) Methods in place to document contamination and communicate that information to City representatives.
- f) Description of methods / programs used to fulfill reporting requirements.
- g) Whether Processor uses own resources or plans to subcontract any element of the contract.
- h) Description and background of project manager.
- i) Emergency plan including issues such as maintenance breakdowns, personnel shortages, extreme temperature, snow and/or ice, or other events that cause deviation from normal operating procedures.
- j) **Demonstrated sorting capability**  
This criterion will measure the ability of the Proponent to meet or exceed recyclable commodity prices as reported in industry recognized sources such as the Yellow Sheet or ISRI pricing, or some other system proposed by the processor that corroborates a commitment to low contamination rates in recyclables sent to end users that supports efforts to sell to highest end market and documentation on how many quarters in the past two years that these standards were met.
- k) **Demonstrated reporting experience**  
This criterion will measure the Proponents demonstrated ability to generate monthly, quarterly, and annual reports on materials processed and contamination issues. Information on weighing systems and data management systems used, examples of weight and waste sort reports generated for other projects, will be evaluated.
- l) **Distance of Processing facility from City Center**  
Proponents will provide a map showing the distance between the Processing facility and the City center along with text describing the distance.
- m) The Proponent must provide design and printing capability for public information materials to include:
  - a. New instructional brochure (90,000 copies) for distribution to all City of Atlanta residents.**

***Disposal of Objectionable Materials:*** The proposal shall demonstrate compliance with the Georgia Solid Waste Management Act, particularly with respect to permitting and licensing of processing, hauling and disposal facilities. Proposals must include certification with respect to processing facilities' permit, capacity, and current volume.

Processor will provide an annual report on the amount of objectionable material removed from the City recyclables and the final destination(s) of those materials (i.e., composted, burned for energy recovery, landfilled, etc).

#### **D) COMPANY EXPERIENCE / CAPABILITIES**

**Experience:** The Processor shall have at least five (5) years experience in providing processing services for mid to major municipalities and describe processing capability (hourly or daily tons processed) at the identified facility.

**Capabilities:** The Proponent shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on-going projects/contracts, etc. shall be identified.

**References:** The Proponent must list five (5) client references with a contact person and telephone number. List any clients that have terminated services in the last three (3) years with a contact person and telephone number. In addition, the Proponent shall list any contracts for which a letter of termination has been issued during the previous 48 months and shall provide the outcome and reasons for same.

#### **COMPANY ORGANIZATION**

**Primary Business:** Provide, in this section, your Company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

**Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

#### **FEE PROPOSAL**

The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Company Experience/Capabilities-Detailed information relative to Proponent's general qualifications and capabilities as well as qualifications and capabilities specific to this project. Fuel efficiency of the fleet will be a major consideration.



Approach-Provision of adequate, specific, information regarding the Proponent's approach to this project. Such information shall include, but not be limited to:

Specific approach information such as collection method, etc.

Personnel Experience-General as well as project specific qualifications and experience of those individuals who will be assigned to this project.

### **Technical Evaluation**

The evaluation committee will evaluate the quality and completeness of each technical proposal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. The technical proposal can receive a maximum of 60 points. Technical proposals will be evaluated and scored in categories. Each category is assigned a maximum point value.

The following items are evaluation criteria for all qualifying proposals and will be rated on a point basis by the evaluation team. Proponent must provide all information as required in Section III of the RFP.

1. Company Experience /Capabilities
2. Technical Approach/Project Methodology
3. Compensation
4. Stability of Firm
5. References

## **Section IV - Evaluation Process**

### **A. Review of Proposals**

Proposals received will be reviewed by the Department of Procurement to ensure that all administrative requirements of the RFP package have been met by the proponents. Each proposal will be reviewed to ensure that the proponent submitted a cost proposal and a technical proposal and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection of a proposal. Technical proposals that meet the administrative requirements will then be turned over to the technical evaluation team members for further evaluation.

7.1 Each proposal will be reviewed by an evaluation team approved by the Department of Procurement.

**7.2 Oral Presentation:** Following the evaluation of the proposals, the City's Evaluation Team may request the top ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in The Department of Procurement at 55 Trinity Ave.,

S.W. Ste 1950. Atlanta, Georgia 30303 at a mutually acceptable date and time that will be decided by the Department of Procurement.

- 7.3 *Negotiations:*** Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contracting Officer shall negotiate with the Proponent whose proposal is determined to be most advantageous to the City. If negotiations with the highest ranking Proponent fail, negotiations shall be initiated with the next highest ranking Proponent, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

## Exhibit A – Processing

### Cost Proposal

#### RFP # 5107-Recyclables Processing Program

RECYCLABLES PROCESSING SERVICES	
DESCRIPTION	RATE
<b>Base Option: Rate per ton</b> Compensation to City by Processor will be in the form of rate per ton of delivered recyclables; Compensation will be paid to the City at the specified value into a dedicated reserve fund.	\$ _____ /ton
<b>Option A:</b> <b>Processor provides information and costs to develop, implement, and manage a City-wide Incentive Based Recycling Program</b>	
<b>Option B:</b> Alternative processor proposal (On a separate sheet the offerer shall provide details on alternative proposal)	

#### NOTES:

1. Options will be ranked separately so that reviewers may compare pros and cons of each proposal.
2. Option B may be an unique proposal or may a combination of the base option and Option "A".

## **EXHIBIT B**

### **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

**"Applicable Law(s)"** means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

**"Charges"** means the amounts payable by City to Service Provider under this Agreement.

**"City Security Policies"** means the policies set forth in **Exhibit D**.

**"Code"** means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

**"Contract Documents"** include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

**"Facility"** or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

**"Force Majeure Event(s)"** means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

**"Party"** or **"Parties"** means City and/or Service Provider.

**"Person"** means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

**"Service Provider Personnel"** means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

**"Third Party"** means a Person other than the Parties.

**EXHIBIT C**  
**AUTHORIZING LEGISLATION**

**IF APPLICABLE**

**EXHIBIT D**  
**CITY SECURITY POLICIES**

**INTENTIONALL OMITTED**

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

## **APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**





## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

12/17/2010

**RE: Project No.: FC-5107, Solid Waste Management Recyclables Processing Services**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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## **CITY OF ATLANTA**

### **EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY**

#### **POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

### **Implementation of EBO Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

### **Determination of Non-discrimination During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) **Receipt of Complaint of Discrimination in the Bid Process**

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) **Determination of Violation of EBO Process**

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) **Office of Contract Compliance Determination of Non-Compliance**

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum  
Manager, One Stop Services  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 658-6312**

**Equal Business Opportunity M/FBE GOALS for this Project**

**Project No.: FC-5107, Solid Waste Management Recyclables Processing Services**

The EBO goals for the trade categories listed in this project are:

**AABE 24.3% and FBE 4.7%**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.



### **Equal Business Opportunity Program Reminders**

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

**FORM EBO-1**



**OFFICE OF CONTRACT COMPLIANCE  
SUBCONTRACTOR CONTACT FORM**

*List all subcontractors or suppliers (Majority & Minority Owned) that were contacted regarding this project*

Name of Sub-Contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (See Code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HBE – Hispanic Business Enterprise, FBE – Female Business Enterprise. ABE – Asian Business Enterprise, NABE – Native American Business Enterprise

Proponent's Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Contact No: \_\_\_\_\_ Date: \_\_\_\_\_

# **EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN** **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar (\$ Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE% \_\_\_\_\_  
Total FBE% \_\_\_\_\_

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise.  
APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

FORM 4

### **First Source Jobs Agreement**

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

**APPENDIX B**  
**INSURANCE & BONDING REQUIREMENTS**  
**FC-5107, Recyclables Processing Program**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and



- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the

Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 10 (11/85) or its equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Additional Insured language must read **"In compliance with the contract requirements, certificate holder is an additional insured under the policy."** Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Contractor/Consultant as evidence of its compliance with this Appendix B. **Contractor/Consultant must also submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	<b>\$500,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$500,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$500,000 policy limit</b>

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either

Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

# **PAYMENT AND PERFORMANCE BONDS**

DRAFT

## Payment Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Payment Bond

"City" City of Atlanta, Georgia

"Project" \_\_\_\_\_

"FC No." \_\_\_\_\_

"Principal" (Legal Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one):

\_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

\_\_\_\_\_  
Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer



## Performance Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Performance Bond

"City" City of Atlanta, Georgia

"Project" \_\_\_\_\_

"FC No." \_\_\_\_\_

"Principal" (Legal Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one):

\_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

**APPENDIX C: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**  
**ACT OF 2006**

**GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT OF 2006  
Required Contract Submittal**

**CONTRACT NO.** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Effective July 1, 2007**, the following language is required to be included in all contracts entered into by the City of Atlanta (hereinafter "City") for the physical performance of services within this State:

A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. \_\_\_\_\_ 500 or more employees;
2. \_\_\_\_\_ 100 or more employees;
3. \_\_\_\_\_ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor

affidavit to become a part of the agreement between the Contractor and each such subcontractor and shall provide a copy of said affidavit to the City. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the City at any time.

D. Contractor's failure to comply with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be a material default of performance of this Agreement and may result in termination of this Agreement for such default, pursuant to the termination provisions of this Agreement.

**By the signature below,** Contractor's duly authorized representative acknowledges the contractual requirements contained in this document and agrees to comply with them as required by law.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

\_\_\_\_\_  
**Contractor's Representative**

\_\_\_\_\_  
**Contractor's Representative (Print Name)**

\_\_\_\_\_ COUNTY }  
STATE OF \_\_\_\_\_ }

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Atlanta has registered with and is authorized to participate in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

2.

The undersigned contractor is using and will continue to use the federal work authorization program throughout the contract period.

3.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Atlanta of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The

undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Atlanta at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify Program User Identification Number

\_\_\_\_\_  
Date of Authorization

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



\_\_\_\_ COUNTY }  
STATE OF GEORGIA }

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Atlanta has registered with and is participating in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**APPENDIX D: S.A.V.E. AFFIDAVIT**



**CITY OF ATLANTA AFFIDAVIT  
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT  
SUBMITTED TO DEPARTMENT OF \_\_\_\_\_**

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: \_\_\_\_\_

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States Citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **All non-citizens must provide their Alien Registration Number below.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\*

\_\_\_\_\_  
Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

## Appendix E

### Proponent Reference Form

Proponents are required to provide three (3) references to evidence experience in providing comparable scope of work as requested in the Request for Proposals. The Form should be complete and accurate. Please verify the information and ensure that your references can be contacted from the information provided. Failure to comply may deem you non-responsive. You can attach additional information to the form if required.

1. \_\_\_\_\_

<b>Company Name</b>	<b>Contact Person</b>
_____	
<b>Address</b>	
_____	
<b>City/State/Zip Code</b>	
_____	
<b>Phone Number</b>	<b>Cell Phone Number</b>
_____	_____
<b>Email Address</b>	
_____	
<b>Description of Project:</b> _____	
_____	
_____	
_____	
_____	
<b>Year Work Performed:</b> _____	
<b>Amount of Project:</b> _____	
<b>Any Change Orders (Yes or No):</b> _____	<b>How many?</b> _____
<b>Amount of Each Change Order:</b> _____	

2.

**Company Name**

**Contact Person**

**Address**

**City/State/Zip Code**

**Phone Number**

**Cell Phone Number**

**Email Address**

**Description of Project:**

**Year Work Performed:**

**Amount of Project:**

**Any Change Orders (Yes or No):**

**How many?**

**Amount of Each Change Order:**

3.

**Company Name**

**Contact Person**

**Address**

**City/State/Zip Code**

**Phone Number**

**Cell Phone Number**

**Email Address**

**Description of Project:**

**Year Work Performed:**

**Amount of Project:**

**Any Change Orders (Yes or No):**

**How many?**

**Amount of Each Change Order:**